MULTIMEDIA UNIVERSITY

STUDENT ID NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 3, 2016 / 2017

DBL5018 – BUSINESS LAW

(For Diploma Students Only)

31 MAY 2017
9.00 a.m. – 11.00 a.m.
(2 Hours)

INSTRUCTIONS TO STUDENT

1. This question paper consists of **3** pages with 4 questions.
2. Answer all questions.
3. You are required to cite provisions and case laws where relevant.
4. Write all your answers in the Answer Booklet provided.

QUESTION 1

The Hire Purchase Act 1967 only applies to all hire purchase agreements relating to goods specified in the First Schedule of the Act including motor vehicles and consumer goods.

a) Explain on the formation of a hire purchase agreement.
(6 marks)

b) One of the requirements in a hire purchase agreement is to be signed. Explain on the requirement with reference to the provisions of the Hire Purchase Act 1967.
(9 marks)

c) In April 2017, Arianna bought a car from Doyoda Supermotor. For the purpose of the purchase, she entered into a hire purchase agreement with CICB Bank.

According to the agreement, she will be liable to pay RM800 for monthly instalment. Both Arianna and her guarantor acknowledged their liability under the agreement and signed. However, both of them did not receive any copies of the agreement 30 days after the making of the agreement.

Advise her on whether the hire purchase agreement between them is still valid and enforceable.
(10 marks)

[Total : 25 Marks]

QUESTION 2

a) With reference to the Contracts Act 1950, define the following:

i. Interlocutory injunction
(2 marks)

ii. Exemplary damages
(2 marks)

iii. Quantum meruit
(2 marks)

b) Void contracts are illegal contracts which are not enforceable under the law of Malaysia. State any **(2) TWO** examples of void contracts as provided in the Contracts Act 1950.
(4 marks)

c) State all **(5) FIVE** factors which will render a valid contract to be voidable.
(5 marks)

d) After three years of working in Kuala Lumpur, Caroline received a job offer from a company in Dubai. She decided to accept the offer. Before she moved to Dubai,

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she wanted to sell a television and a refrigerator to her friend, Jimmy. She informed Jimmy that both items will be sold at the price of RM3500. Jimmy refused to buy and claimed that the price is too expensive for used items. He also added that he will buy the items if the price is reduce to RM2800. Caroline refused to reduce the price. She then advertised the items in Moodah.my. Two days later, both items were sold to Victoria.

Subsequently, Jimmy called Caroline and agreed to buy both items for RM3500. He was then informed that the items have been sold to Victoria. Jimmy became angry and came to your office to get legal advice. He claimed that there was a valid contract between them.

Advise Jimmy whether he can sue Caroline for a valid contract.

(10 marks)

[Total : 25 Marks]

QUESTION 3

Malaysia which consists of Peninsular Malaysia, Sabah and Sarawak is one political unit but it is not governed by the same set of laws.

a) State any **(2) TWO** legal definitions of law.

(5 marks)

b) Law has been classified into three broad divisions including international law. Explain on international law in detail.

(5 marks)

c) Explain on Islamic law as one of an important source of Malaysian law.

(5 marks)

d) Jennifer wants to sue Ellen for breach of contract amounting to RM200, 000. As a legal advisor, explain the appropriate court for her to file her action together with its jurisdiction and composition.

(10 marks)

[Total : 25 Marks]

QUESTION 4

A contract of insurance is a contract where the insurer undertakes to indemnify the insured against a loss which may arise upon the occurrence of some event or to pay a certain definite sum of money on the occurrence of the particular event.

a) Based on your understanding, briefly explain on **'uberrimae fidei'** as required under a contract of insurance.

(8 marks)

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b) Discuss the following:

i. Material facts (12 marks)

ii. Completion of proposal form by an agent (5 marks)

[Total : 25 Marks]

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